



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixth day of June in the year Two-Thousand and Twenty-Two

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Tippecanoe County
20 N. 3rd Street
Lafayette, IN 47901

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Shelter Planners of America
1106 West Randol Mill Road
Suite 300
Arlington, TX 76012

for the following Project:
(Name, location and detailed description)

Construction of a new Animal Shelter.

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Shelter Planners of America's Revised Proposal dated May 27, 2022.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Shelter Planners of America's Revised Proposal dated May 27, 2022.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Refer to Shelter Planners of America's Revised Proposal dated May 27, 2022.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Refer to Shelter Planners of America's Revised Proposal dated May 27, 2022.

Init.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

To be determined.

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager as Advisor

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Tom Murtaugh
Tippecanoe County
20 N. 3rd Street
Lafayette, IN 47901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer:

To be provided by the Architect as a supplemental service

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Michael Barnard, AIA, NCARB, ACO, President
Shelter Planners of America
1106 West Randol Mill Road, Suite 300
Arlington, Texas 76012

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

Refer to Shelter Planners of America's Proposal with the revised date of May 27, 2022.

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineering and Landscape Design as outlined in Shelter Planners of America's Revised Proposal dated May 27, 2022.

§ 1.1.12 Other Initial Information on which the Agreement is based:

None.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars and Zero Cents (\$ 3,000,000.00) per claim and Five Million Dollars and Zero Cents (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	<u>Already provided under a separate agreement.</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Not Provided</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>

§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Architect, as Supplemental Service</u>
§ 4.1.1.9 Landscape design	<u>Architect, as Supplemental Service</u>
§ 4.1.1.10 Architectural interior design	<u>Not Provided, refer to paragraph 12.1</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Provided by Owner through Construction Manager</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16 As-constructed record drawings	<u>To be provided by Construction Manager</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Civil Engineer and Landscape Design to be provided by TBird Design in accordance with the attached proposal from TBird Design dated May 4, 2022 (Attachment C).

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

To be determined.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ~~(-) reviews~~ One (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

Init.

- .2 Twelve (12) visits to the site by the Architect during construction
- .3 ~~(-) inspections~~ One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~(-) inspections~~ One (1) inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The Licensing Fee will be prorated in proportion to the percentage of work completed. One-quarter of one percent (1/4 of 1%) of the cost of construction at the end of Schematic Design. One-half of one percent (1/2 of 1%) of the cost of construction at the end of Design Development. Three-quarters of one percent (3/4 of 1%) of the cost of construction at the end of Construction Documents.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~
Basic Services as outlined in Shelter Planners of America's Proposal with the revised date of May 27,
2022 (.)

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering and Landscape design as outlined in Shelter Planners of America's Revised Proposal dated May 27, 2022.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services will be provided on an hourly basis as described in Shelter Planners of America's Revised Proposal dated May 27, 2022.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>Thirty-Five</u>	percent (<u>35</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Shelter Planners of America's Revised Proposal dated May 27, 2022.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not Applicable.

§ 11.10 Payments to the Architect**§ 11.10.1 Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

six percent % 6

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 ARCHITECTURAL INTERIOR DESIGN: The Architect will include in its Basic Services the preparation of (2) schematic color schemes for the Owner's selection. The schemes will identify basic floor, wall and ceiling colors, finishes, and textures; it will not be a detailed selection of all materials. After selection of the schematic scheme by the Owner, the Architect will proceed to develop an in-depth color, finish, and texture submittal for the Owner's approval. A maximum of (2) meetings for development of the final color scheme is included in the Agreement. Additional meetings, if required, will be Additional Services and compensated in accordance with Article 4.2. After approval of the color scheme, a color book will be prepared for use by the Owner. These two meetings will be combined with the Construction Site visits.

12.2 CONSTRUCTION CONTINGENCY: The Owner understands and acknowledges that, although the Instruments of Services shall be prepared within the Standard of Care stated in this Agreement, the Contractor may require additional information from the Architect to clarify and coordinate the design intent shown in the Construction Documents that results in increases in the Construction Cost. Therefore, the Owner agrees to include a contingency in the Owner's construction budget to pay for construction costs arising from such issues in the amount of two percent (2%) of the total Construction Cost.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

Not Applicable.

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

Not Applicable.

☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

—Shelter Planners of America's Revised Proposal dated May 27, 2022. (Attachment A).

Tippecanoe County Additional Terms and Conditions (Attachment B).

TBird Design's Proposal dated May 4, 2022. (Attachment C).

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Not Applicable.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Tom Murtaugh, Tippecanoe County Commissioner
(Printed name and title)

ARCHITECT (Signature)

Michael Barnard, AIA, NCARB, ACO, President
(Printed name, title, and license number if required)

Init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 14:30:55 ET on 06/02/2022 under Order No. 2114266787 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

President
(Title)

6-2-22
(Dated)



Revised May 27, 2022

ATTACHMENT A

Tippecanoe County
Attn: Tom Murtaugh
20 N. 3rd Street
Lafayette, IN 47901

RE: Proposal for Architectural and Engineering Services (Step 3)
for New Animal Shelter in Lafayette, IN

Dear Tom:

Shelter Planners of America (SPA) is pleased to submit the following proposal for the Architectural and Engineering services for the proposed new Animal Shelter.

GENERAL INFORMATION

1. The proposed project is to construct a new animal shelter in Lafayette, IN. Tippecanoe County, the City of Lafayette, and the City of West Lafayette will be constructing the project as a joint effort. However, the County will be in charge of the design and construction. It is anticipated a new 501c3 non-profit organization called Humane Society for Greater Lafayette will conduct operations at the facility.
2. Shelter Planners of America prepared a Needs Assessment Study for the Animal Shelter and Low Cost Spay Neuter Clinic earlier in 2021 and prepared a Conceptual Design in 2022. However, at this time it has been determined that facilities for the Low Cost Spay Neuter Clinic will not be constructed as part of this project.
3. The proposed new animal shelter is expected to be approximately 16,800 SF and the scope includes associated site development, surface parking as generally shown on SPA Conceptual Design Site Plan C dated 5-12-22 and SPA Conceptual Design Floor Plan dated 4-18-22 except without the Low Cost Spay Neuter Clinic and further reduced in size to meet project budget goal. The reduced area is outlined in the attached Building Space Program dated 5-24-22 showing 16,743 SF. (Copies Attached).
4. The proposed budget for the new animal shelter, associated Site Work, Contingency, and Soft Costs is \$7,000,000. Tippecanoe County, City of Lafayette, and City of West Lafayette have committed \$5,000,000 to fund the project thus far and the aspiration is that a Capital Campaign will raise an additional \$2,000,000. The Total Construction Cost including associated Site Work and Contingency is \$6,093,834 as indicated in the attached Opinion of Probable Cost dated 5-24-2022.
5. The County intends to hire Tecton Construction Management, Inc. to serve as the Construction Manager and use the Construction Manager Advisor form of Project Delivery.

BASIC SERVICES

Basic Services – Will include normal architectural and engineering design services for Schematic Design, Design Development, Construction Documents, Bidding Phase and Construction Administration, including normal structural, mechanical and electrical engineering as outlined in the American Institute of Architects Standard Abbreviated Form of Agreement between Owner and Architect. These are briefly outlined as follows:

SCHEMATIC DESIGN

1. Assist Owner in obtaining Survey, and Geotechnical Study.
2. Prepare "Total Project Budget" to assist Owner in managing the Soft Costs of the project.
3. Meet with you using "Go-to-meeting" to confirm goals, objectives and project requirements in case of

any changes.

4. Conduct detailed code analysis. Prepare updated Floor Plan and Site Plan based on discussions with you, and Code research. This includes revising the current conceptual design to delete the Low Cost Spay Neuter Clinic.
5. Meet a second time using "Go-to-meeting" to review the drawings noted in item 4 above.
6. Revise Floor Plan and Site Plan drawings as needed based on second meeting, if necessary.
7. Discuss revised drawings using "Go-to-meeting" if any additional revisions are required.
8. Once the Floor Plan is finalized, construct a 3-dimensional model of the entire building. Present the design of the exterior of all sides of the building via "Go-To-Meeting".
9. Work with Civil Engineer regarding grading of site, site utilities, etc. to develop preliminary Site Development documents.
10. Prepare a Table of Contents for the Project Manual to list all the proposed specifications to be used on the project.
11. Work with Construction Manager to update the Opinion of Probable Cost.

DESIGN DEVELOPMENT

1. Based approved Schematic Design Drawings, prepare more detailed drawings to further develop the design including architectural finishes for walls, floors, ceilings, doors, cabinetry, including information on proposed mechanical, plumbing, electrical, and structural systems.
2. Meet with you in a face to face meeting and review the drawings along with our detailed checklist of items to assure we fully define the needs of the project.
3. Meet with you and our Mechanical/Electrical (MEP) Engineer to review all the special HVAC, plumbing and Electrical needs and requirements. This meeting will be held at the same trip as item 2 above. Our MEP Engineer may attend virtually.
4. Prepare Animal Equipment outline specifications, cut sheets and photographs of various animal housing and other equipment for review and selection. Review this information in a face to face meeting at the same time as item 2 above.
5. Prepare Design Development documents as follows: Site plan, Grading Plan, Site Utilities Plan, Floor Plans at 1/4" scale, showing all walls, doors, windows and cabinets. Prepare Roof Plan, Exterior Elevations, Ceiling Plans calling out all materials, prepare Preliminary Foundation Plan, Roof Framing Plan, Lighting Plan, Power Plan, Plumbing Plan and HVAC Plans.
6. Prepare Project Manual with specifications of all materials to be used on the project.
7. Issue the Design Development Documents to the Construction Manager electronically. Meet with you and the Construction Manager using "Go-to-Meeting" and review all the documents, noting any changes needed.
8. Review Cost Estimate prepared by the Construction Manager and provide written comments.
9. If the project is over budget at that time, SPA will work with you and the Construction Manager to develop a list of cost reduction items for your consideration. SPA will modify the Design Development as mutually agreed upon in order to reduce the cost to the established budget.

10. After the Design Development documents are revised, review them with you for final approval in a virtual meeting.

CONSTRUCTION DOCUMENT PHASE

1. Based on approved Development Design Drawings, including any adjustments needed, prepare Construction Documents in sufficient detail for bidding, permitting, and for Construction.
2. Update Project Manual with specifications of all materials to be used on the project.
3. Review Construction Documents with you via "Go-To-Meeting", one last time before they are released for permitting, bidding and construction. SPA will make revisions noted during the meeting.
4. SPA will submit the Construction Documents to all Authorities Having Jurisdiction for permitting and will respond to their comments as needed and make revisions to the Construction Documents as needed to obtain a building permit.

BIDDING PHASE

1. SPA will issue Construction Documents electronically to Construction Manager for bidding.
2. SPA will answer questions from bidders during bidding and issue addenda to the Construction Documents as needed.
3. SPA will review the Construction Manager's cost proposal and provide written comments.
4. SPA will prepare the Construction Contract between the Owner and the Construction Manager if necessary.

CONSTRUCTION PHASE

1. SPA will provide construction administration of the contract between the Owner and the Construction Manager.
2. SPA will attend Construction meetings once per month at the site with you and the Construction Manager to review the progress of the work and review and certify the Contractor's application for Payment. (Twelve meetings are included)
3. SPA will review and take action on Construction Manager's submittals. Submittals will be processed via the web-based project management system called Submittal Exchange.
4. SPA will answer reasonable questions from the Construction Manager.
5. SPA will inspect the project for Substantial Completion and review and certify Contractor's Application for Payment.
6. SPA will inspect the project for Final Completion and review and certify the contractor's application for Final Payment.

ADDITIONAL SERVICES

1. Additional Services as outlined in the AIA Standard Agreement such as: Civil Engineering, Landscape Design, Interior Design, security system design, IT systems design, audio visual system design, signage and graphics design.

2. Revisions to previously-approved documents or changes to previous instruction from the Owner.
3. Additional site visits during design or construction phases above the number outlined above.
4. Provide additional Construction Administration service if SPA needs to manage each sub-contractor's contract as if they are a Prime Agreement.
5. Design of furnishings and loose equipment.

COMPENSATION

1. Basic Services as outlined above will be performed for a Fee of Seven Percent (7%) of the cost of the construction work. For the purpose of establishing the initial fee in this proposal, the construction cost is estimated to be Six Million Dollars (\$6,000,000) and the 7% fee is Four Hundred and Twenty Thousand Dollars (\$420,000). The Fee will be adjusted once the actual construction cost is known.
2. Additional Service of Civil Engineer will be performed for a fee of Sixty-One Thousand Dollars (\$61,000).

3. The compensation for each phase of services shall be as follows:

Schematic Design Phase	20%
Design Development Phase	20%
Construction Documents	35%
Bidding or Negotiating Phase	5%
Construction Phase	20%

4. If the Owner authorizes any Additional Services in writing in advance, they will be performed at the following dollar/hour rates:

Shelter Architect	\$140	Michael Barnard, AIA, ACO
Principal Architect	125	Tom McCarty, AIA
Project Manager	105	
Project Coordinator	95	
CAD Draftsman	75	
Clerical	60	

For Additional Services of consultants, a multiple of one and one-tenth (1.10) times the amount billed to the Architect for such services.

Invoices will be forwarded to the Owner at the beginning of each month for the portion of service completed in the prior month. Payment will be due within thirty (30) days.

REIMBURSABLES

An allowance for reimbursable expenses such as the costs of printing, plotting, and courier services, will be provided and is estimated to be approximately 10% of the Architectural and Engineering fee. Initially this allowance is established at \$42,000. This is based on the Construction Documents being issued electronically, not printed copies. Travel expenses for each trip to Lafayette, IN will be charged a flat rate of \$2,800 to cover airfare, hotel, rent car, parking at airport and travel time, and deducted from the allowance. The Owner will retain all unused portions of the Reimbursable Allowance.

PROVIDED BY OWNER

1. Detailed dimensioned survey of site prepared by a registered public land surveyor including boundaries, existing improvements, existing site utilities, topography at 1'-0" intervals, spot grades and existing tree locations, species and sizes, etc. drawn in AutoCAD 2016 or newer format.
2. Geotechnical Study prepared by a qualified geotechnical engineer to be used by the structural engineer in designing the foundation.
3. HVAC system testing, adjusting and balancing.
4. Payment of governmental fees, such as City Plan review fees, and Inspection fees etc.

CONSULTANTS

SPA's proposal is based on the following consultants to complete the team:

Mechanical, Plumbing, Electrical Engineering	Circle Design Indianapolis, IN
Structural Engineering	LaLonde Engineering Fort Worth, TX
Civil Engineering & Landscape Design	T BIRD Design Services Corporation Lafayette, IN

SCHEDULE

It is anticipated that the architectural and engineering services will commence in May 2022.

Schematic Design	1 month
Owner Review Period	
Design Development	3 months
Owner Review Period	
Construction Documents	2 months
Bidding Phase	1.5 months
Construction Phase	12 months

FORMAL AGREEMENT

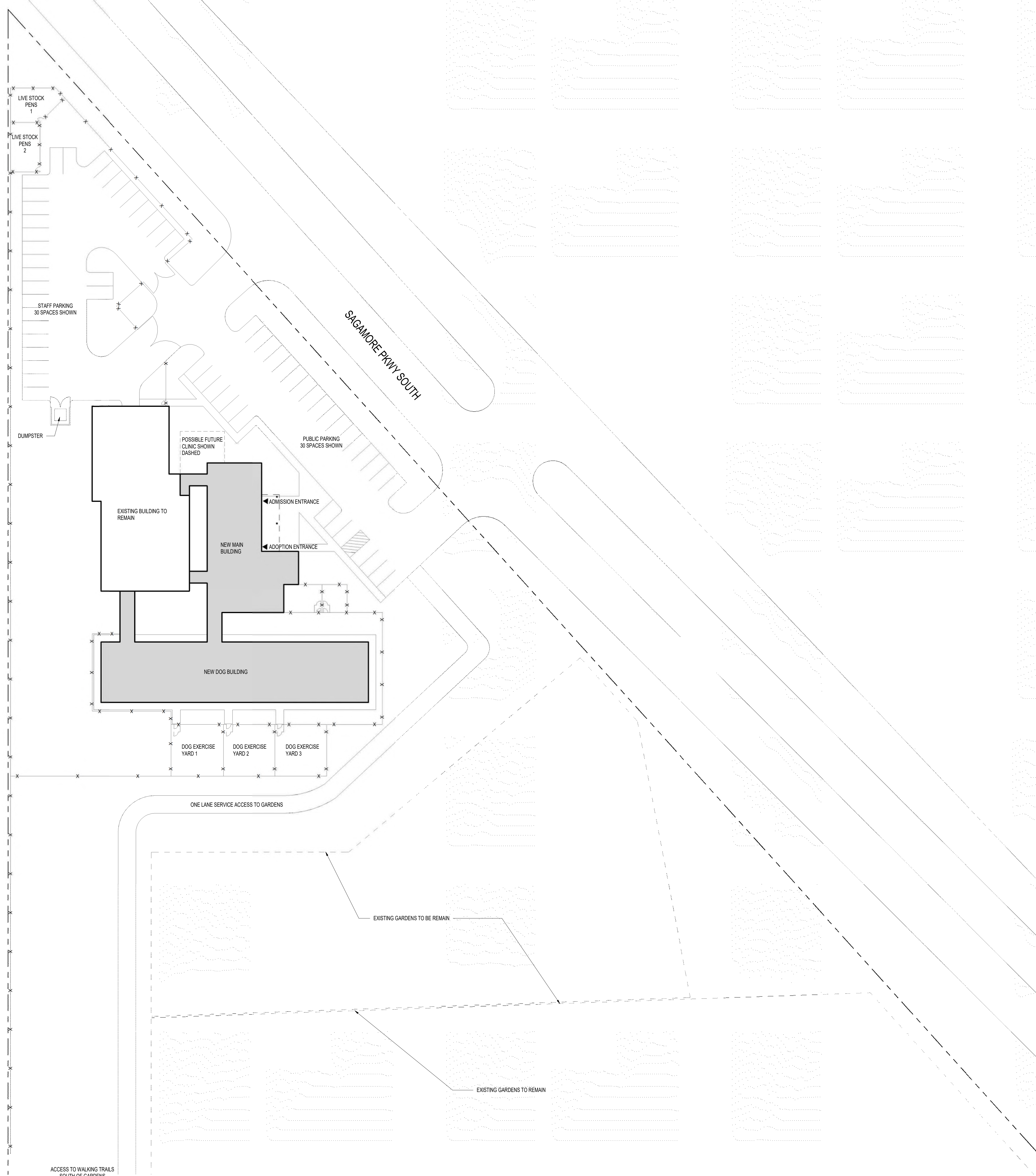
This proposal is based on the formal agreement being the AIA's Standard Form of Agreement Between Owner and Architects. This proposal will become an attachment to the Agreement.

Once again, SPA is pleased to provide this proposal for your consideration. Please contact us if we need to meet to discuss these matters in detail or let us know and we can prepare the formal agreement for signature.

Sincerely,



Michael Barnard, AIA, ACO President
Shelter Planners of America



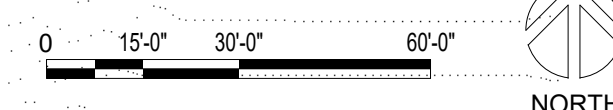
CONCEPTUAL DESIGN FOR
HUMANE SOCIETY GREATER LAFAYETTE

3150 SAGAMORE PKWY S, LAFAYETTE, IN 47909

COMM. NO. 1156

DATE: 05/12/22

SITE PLAN OPTION C



NOT FOR REGULATORY APPROVAL,
PERMITTING, OR CONSTRUCTION



SHELTER PLANNERS OF AMERICA, COPYRIGHT ©
1106 W. RANDOL MILL RD, SUITE 300, ARLINGTON, TX 76012 - PHONE (817) 265-8522
INDIANA LICENCE NO. AR11800086

CONCEPTUAL DESIGN FOR
GREATER LAFAYETTE HUMANE SOCIETY

3150 SAGAMORE PKWY S, LAFAYETTE,IN 47909

COMM. NO. 1156

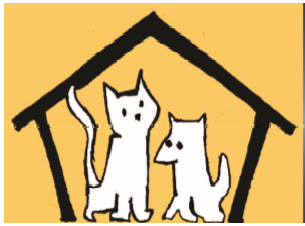
DATE: 04/18/22

FLOOR PLAN

0 5'-0" 10'-0" 20'-0"

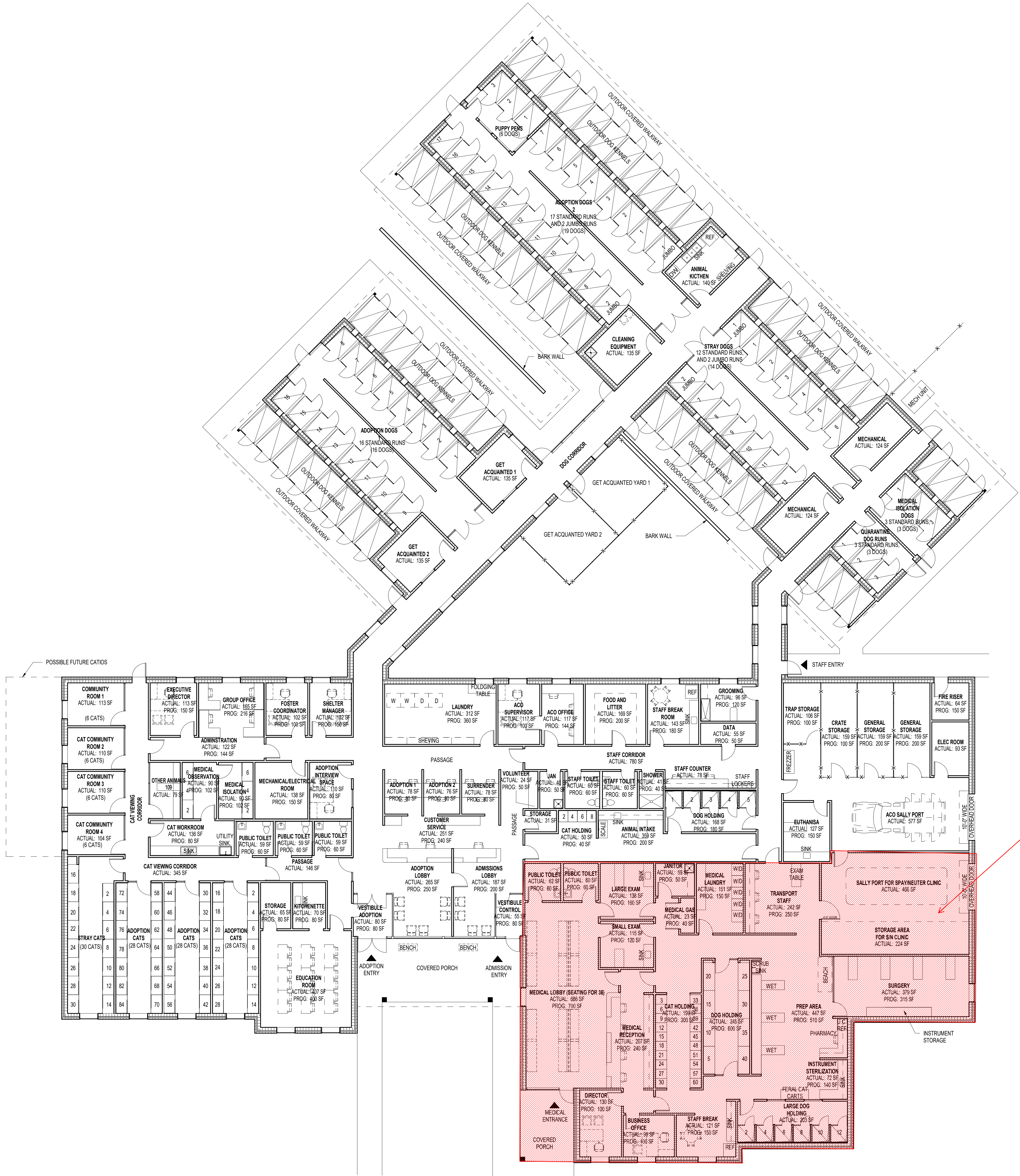


NOT FOR REGULATORY APPROVAL
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1106 W. RANDOL MILL RD. SUITE 300, ARLINGTON, TX 76012 - PHONE (817) 265-8522
INDIANA LICENCE NO. AR11800086



Low Cost Spay/ Neuter Clinic to be removed and floor plan redesigned. The SF area will be reduced to approximately 16,743 SF to meet the budget goal.

ANIMAL HOUSING TABULATION		
CATEGORY	ACTUAL	PROGRAM
ADOPTION DOGS	35	35
STRAY DOGS	14	13
PUPPIES	6	6
MEDICAL ISOLATION DOGS	3	2
MEDICAL OBSERVATION DOGS	0	2
QUARANTINE DOGS	3	2
DOG SUB-TOTAL	61	60
ADOPTION CATS IN CAGES	84	82
STRAY CATS	30	26
FREE ROAM CATS	24	24
MEDICAL OBSERVATION CATS	6	6
MEDICAL ISOLATION CATS	6	6
QUARANTINE CATS	0	6
CAT SUB-TOTAL	150	150
OTHER ANIMALS	10	10
TOTAL ANIMALS	221	220

AREA TABULATION		
	ACTUAL	PROGRAM
A/C SPACE	20,156 SF	20,105 SF
NON-A/C SPACE	4,485 SF	4,066 SF
TOTAL AREA SHOWN	24,641 SF	24,171 SF

BUILDING SPACE PROGRAM FOR NEW ANIMAL SHELTER FOR CITY OF LAFAYETTE, CITY OF WEST LAFAYETTE, AND TIPPECANOE COUNTY

DATE: Revised 5-24-2022

Summary:	Interior	Exterior
A. Administrative	3,543	
B. Medical Clinic	637	
C. Animal Housing (Interior)	7,522	
D. Animal Housing (Exterior)		2,266
E. Animal Support Area (Interior)	1,976	
F. Animal Support Area (Exterior)		800
TOTAL SF	13,677	3,066
COMBINED SF	16,743	

SECTION A - ADMINISTRATIVE

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
	PUBLIC AREAS									
1	Adoption Lobby	1				300		300		Visitor seating for 6. Approximate 10' wall for retail display shelves viewable from Customer Service Counter. Donor Wall, large screen TV, Kiosk to view adoptable animals. Cat café. Vending Machine.
2	Vestibule for Adoption Lobby	1				80		80	Separate entrance from Animal Control	
3	Animal Control Room	1				120		120		
4	Vestibule for Animal Control Lobby	0				-		-	Separate entrance from Animal Control	
5	Customer Service Counter (2 Customer Service Representatives at counter)	1				120		120		
6	Adoption Interview Space	2				80		160	Adjacent to Adoption Lobby	Glass cubicles with desk where potential Adopters can fill out paperwork and then an Adoption Counselor can come interview them. One can be used for surrender counseling.
7	Education Center (Multi-purpose Meeting Room)	1				350		350	Adjacent to Lobby for after-hours use, including use of toilet	Chairs, built-in AV system. As many seated at training tables as will fit and that is estimated at 16. Counter with sink.
8	Meeting Room Storage	1				75		75	Adjacent to Meeting Room	To store tables and chairs when not in use and other materials to support meeting room.
9	Meeting Room Kitchenette	0				-		-		Counter with sink, refrigerator, microwave, coffee maker.
10	Public Toilets	2				60		120		One mens with urinal, one womens and one unisex family. Verify code minimum.

SECTION A - ADMINISTRATIVE - Continued

	Room or Space	No. of Rooms		No. of People	SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
	OFFICES								
11	Executive Director	1		1	100		100		Safe in office
12	Shelter Manager's Office	1		1	100		100		
13	Foster Coordinator Office	1		1	100		100	Easily accessible from Foster waiting	Foster related item storage
14	Foster Waiting Alcove	0			-		-	Near Lobby and Near Foster Coordinator	seating for 4
15	Group Office	1		6	36		216		
16	ACO Supervisor's Office	0		0	-		-		
17	ACO Group Office	1		3	48		144		
	OTHER ADMIN. SPACES								
18	Workroom	1			80		80		Copy machine, 12' counter, 4 filing cabinets
19	Staff Breakroom	1			150		150	Consider access to outdoor space	Counter with sink, microwave, refrigerator, dishwasher, coffee maker, seating at table for 4. Also serves as a small conference room. Access to vending machine.
20	Staff Locker Alcove	1			20		20		20 Lockers for staff 1' x1' x3'
21	Staff Toilets	2			60		120		Unisex. Verify to comply with code.
22	Staff Shower Room	1			40		40		
23	Volunteer Check-In and Lockers	1			10	10	50		Kiosk Computer for Check-In & name tags. 10 lockers 1' x 1' x 3'.
24	Mechanical/ Elec Room	1			150		150		
25	Data/Phone Closet	1			80		80		
26	Janitorial Closet	1			50		50		
Subtotal:							2,725		
Net to Gross SF Factor 30%:							818		
Departmental Gross Area:							3,543		

SECTION B - MEDICAL CLINIC (To Serve Shelter Only)

	Room or Space	No. of Rooms		No. of People	SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Prep/Treatment Room	1			120		120		Peninsula style wet exam table, scrub sink
2	Pre-Op/Post-Op Holding - Dogs and Cats	1			150		150		12 cages (mix of large, medium, and small) used for cats and dogs.
3	Surgery Room	1			120		120		Two surgery tables, glass case surgery instrument cabinets, and windows to Prep Room. 10' long counter for microscope, centrifuge etc.
4	Laboratory / Pharmacy Alcove	1			50		50	In Prep Room	10' long counter with workstation for 1 person with knee space. Drug safe on wall. Undercounter refrigerator, NO sink.
5	Clean up Area	1			50		50		Countertop with 2 compartment sink, 1 autoclave, pass-through from Surgery Rooms, if possible.
Subtotal:							490		
Net to Gross SF Factor 30%:							147		
Departmental Gross Area:							637		

SECTION C - ANIMAL HOUSING - INTERIOR

	Room or Space	No. of Spaces	Animals per Space	Animals to be Housed	Size			SF of Each	SF of Walkway	Total SF	Adjacent to or Near	Equipment / Comments
1	Adoption Dog Runs - Jumbo	1	1	1	6.0	x	6.0	36	30	66		See corresponding Exterior Run
2	Adoption Dog Runs - Standard	34	1	34	5.0	x	6.0	30	25	1,870		See corresponding Exterior Run
3	Stray Dog Runs - Jumbo	1	1	1	6.0	x	6.0	36	30	66		See corresponding Exterior Run
4	Stray Dog Runs - Standard	12	1	12	5.0	x	6.0	30	25	660		See corresponding Exterior Run
5	Nursing Mother Dogs - Jumbo				6.0	x	6.0	36	30	-		See corresponding Exterior Run
6	Medical Observation Dog Runs	2	1	2	5.0	x	6.0	30	25	110		See corresponding Exterior Run
7	Medical Isolation Dog Runs	2	1	2	5.0	x	6.0	30	25	110		See corresponding Exterior Run
8	Quarantine Dog Runs	2	1	2	5.0	x	6.0	30	25	110		See corresponding Exterior Run
9	Puppy Pens	3	2	6	3.0	x	5.0	15	25	120		See corresponding Exterior Run.
10	Transfer Dog Runs - Jumbo				6.0	x	6.0	36	30	-		See corresponding Exterior Run
11	Transfer Dog Runs - Standard				5.0	x	6.0	30	25	-		See corresponding Exterior Run
	TOTAL DOGS:			60								
12	Adoption Cat Room - Adult	82	1	82				5	12	1,394		Each cat is housed in a 2-compartment cage.
13	Adoption Cat Room - Kitten	0		0				5	12			
14	Cat Community Rooms (18 SF / cat Free Room)	4	6	24	9.0	x	12.0	108		432	Lobby	
15	Stray Cat Room - Adult	26	1	26				5	12	442		Each cat is housed in a 2-compartment cage.
16	Stray Cat Room - Feral							5	12	-		
17	Stray Cat Room - Kitten							5	12	-		
18	Nursing Mother Cats	0		0				5	12	-		
19	Medical Observation Cats - Non-Viewable	6	1	6				5	12	102		Each cat is housed in a 2-compartment cage.
20	Medical Isolation Cats - Non-Viewable	6	1	6				5	12	102		Each cat is housed in a 2-compartment cage.
21	Quarantine Cat Room - Viewable by public	6	1	6				5	12	102		Each cat is housed in a 2-compartment cage.
	TOTAL CATS:			150								
22	Other Animals	1	1	10				4	6	100		
									-	-		
								-	-	-		
Subtotal:										5,786		
Net to Gross SF Factor 30%:										1,736		
Departmental Gross Area:										7,522		

SECTION D - ANIMAL HOUSING - OUTDOOR KENNELS

	Room or Space	No. of Spaces	Animals per Space		Size			SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Adoption Dog Runs - Jumbo	1	1		6.0	x	8.0	48		48		See corresponding Interior Run
2	Adoption Dog Runs - Standard	34	1		5.0	x	8.0	40		1,360		See corresponding Interior Run
3	Stray Dog Runs - Jumbo	1	1		6.0	x	8.0	48		48		See corresponding Interior Run
4	Stray Dog Runs - Standard	12	1		5.0	x	8.0	40		480		See corresponding Interior Run
5	Nursing Mother Dog Runs - Jumbo				6.0	x	8.0	48		-		See corresponding Interior Run
6	Medical Observation Runs	2	1		5.0	x	8.0	40		80		See corresponding Interior Run
7	Medical Isolation Dog Runs	2	1		5.0	x	8.0	40		80		See corresponding Interior Run
8	Dog Quarantine Runs	2	1		5.0	x	8.0	40		80		See corresponding Interior Run
9	Puppy Runs -	3	2		5.0	x	6.0	30		90		See corresponding Interior Run
10	Transfer Runs - Jumbo				6.0	x	8.0	48		-		See corresponding Interior Run
11	Transfer Runs - Standard				5.0	x	8.0	40		-		See corresponding Interior Run
12	Cat Sun Porch				8.0	x	8.0	64		-		See corresponding Interior Run
Subtotal:										2,266		
Departmental Gross Area:										2,266		

SECTION E - ANIMAL SUPPORT AREA - INTERIOR

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Animal Receiving	1				200		200	Near Admissions Lobby and Sally Port	Counter with sink, refrigerator, scales, space to photograph animals
2	Dog Intake Holding	1				140		140	Animal Receiving	Four 4'x4' pens
3	Cat Intake Holding	1				40		40	Animal Receiving	4 cat cages, space for feral cats.
4	Get Acquainted Rooms	1				80		80		Two for dogs
5	Animal Kitchen	1				120		120	Central	Counter with 3-compartment sink, commercial dishwasher, and refrigerator. Litter Pan utility sink.
6	Food and Litter Storage	1				190		190		
7	Laundry	1				300		300	Central	2 Commercial washers and 2 dryers (verify size) with folding tables, shelves and space for carts.
8	Cleaning Equipment Room	1				80		80	One for dogs and one for cats	Cleaning supplies, space for janitor's sink, trash cans, etc. Possible pressure wash for dog area.
9	Grooming Room	1				100		100		1 Grooming tub, 1 Grooming table, and shelves
10	Receiving room for Animal Donations	0				-		-		
11	Euthanasia Room	1				120		120	Freezer	Counter with sink, hydraulic exam table, squeeze gate
12	Mechanical Room	1				150		150		
Subtotal:								1,520		
Net to Gross SF Factor 30%:								456		
Departmental Gross Area:								1,976		

SECTION F - ANIMAL SUPPORT AREA - Non-Air Conditioned

	Room or Space	No. of Rooms				SF of Each		Total SF	Adjacent to or Near	Equipment / Comments
1	Enclosed Sally Port (1 truck)	0				-		-		Sally Port to be a covered area with chain link fencing up to roof and screened from public view.
2	Event Storage	1				100		100		
3	Foster storage	0				-		-		in Foster Coordinator Office
4	Trap Storage	1				100		100		
5	Crate Storage	1				100		100		
6	Storage for Animal-Related Items	1				400		400		
7	TNR Trap Storage	1				100		100		
Subtotal:								800		
Departmental Gross Area:								800		



OPINION OF PROBABLE COST - Reusing Existing Building

DATE: 5-24-2022

New Animal Shelter for City of Lafayette, City of West Lafayette, and Tippecanoe County

SPA Comm No 1200

		SF	Low End	
			Cost/SF	Cost
1	New Construction (AC Space)	7,729	\$375 /SF	\$ 2,898,375
2	New Construction (non-AC Space)	3,066	\$242 /SF	\$ 741,972
3	Renovation of Existing Building (AC Space)	5,948	\$275 /SF	\$ 1,635,700
	Total Building Area	16,743		
4	Building Cost - Sub-Total			\$ 5,276,047
5	Site Work & Parking 10%			\$ 527,605
6	Contingency 5%			\$ 290,183
7	Total Construction Cost			\$ 6,093,834

8	Soft Costs approximately 15% AE Fees, Civil Engineering, Surveying, Soil Tests, Construction Materials Testing, Air Balancing, Furnishing, Loose Equipment, Computers & Phone System, etc.		\$ 906,166
9	Estimated Total Project Cost		\$ 7,000,000

*NOTE: Does not include the Cost of Land

ATTACHMENT B

TIPPECANOE COUNTY, INDIANA ADDITIONAL TERMS AND CONDITIONS

The attached and forgoing agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Shelter Planners of America** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

E-Verify Employment Eligibility Verification -In accordance with IC 22-5-1.7, Contractor hereby represents that it does not knowingly employ an unauthorized alien. Contractor shall not retain an employee that Contractor subsequently learns is an unauthorized alien. Contractor is or shall enroll in the federal E-Verify program and will verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program.

Contract Reporting Requirements - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars (\$50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

Anti-Nepotism Requirements - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

ACCEPTED:

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

Shelter Planners of America
1106 Randol Mill Road, Ste 300
Arlington, TX 76012

By: _____

By:  _____

Title: _____

Title: President

Date: _____

Date: _____

\\srv01\G\forms\COUNTY\Interlocal Agreements\Animal Shelter\SPA Materials\2022-06-01 additional terms and conditions.wpd



May 4, 2022

Mr. Mike Barnard, AIA, ACO
President
Shelter Planners of America
1106 W. Randol Mill Road, Suite 300
Arlington TX, 76012

**Re: Proposal for Civil Engineering
Tippecanoe County Animal Shelter**

Mr. Barnard,

TBIRD Design Services Corp. thanks you for giving us the opportunity to offer our professional Civil Engineering services for your proposed project. Our general understanding of the project is to provide Civil Engineering services for the proposed Tippecanoe County Animal Shelter, located at 3150 US 52 S, Lafayette, Indiana.

Please find the following appendices with this proposal, providing a detailed description of the services offered and associate fees. It is intended that the following Appendices shall be entirely incorporated into the standard AIA contract for this project:

- Appendix 1: Scope of Services & Schedule
- Appendix 2: Project Map
- Appendix 3: Compensation
- Appendix 4: Terms and Conditions

TBIRD Design Services is committed to completing the required work within the constraints of the project schedule and believes that open communication with the design team is the key to a successful project.

Sincerely,

A handwritten signature in blue ink, reading "Timothy R. Balensiefer".

Timothy R. Balensiefer
President, TBIRD Design Service Corporation

This is **Appendix 1, Scope of Services**, consisting of 7 pages, referred to in the Proposal for Civil Engineering Services.

Scope of Services

Engineer and Land Surveyor shall provide Basic and Additional Services as set forth below. The services included with this scope are limited to the project limits identified in Appendix 2, Project Map. If the actual project limits are significantly different than those depicted on Appendix 2, Project Map, the Engineer and Architect shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise).

PART 1 – BASIC SERVICES

Schematic Design Phase

A. Land Surveyor shall:

1. Provide horizontal and vertical control monuments necessary for topographic mapping and property line locations. Horizontal control points will be based on the North American Datum of 1983 (NAD83) with reference made to the Indiana State Plane coordinate System, West Zone. Vertical survey data will be based on North American Vertical Datum 1988 (NAVD88).
2. Prepare topographic survey that includes the area as identified in Appendix 2 – Project Map.
 - a. In the topographic survey for this area, Land Surveyor shall determine the locations of underground and above ground utilities based on above ground evidence, marking paint provided by various companies contacted by Indiana Underground Plant Protection Services (Holey Moley), and available reference plans. If additional measures are required for verification of existing utilities, such as private utility location service, ground penetrating radar, or spot excavations, the Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise).

B. Engineer shall:

1. Consult with Architect to define the requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, and site evaluations.
2. Visit the Site(s) to review existing conditions and facilities as applicable to meeting the objectives of the project.
3. Consult with and analyze requirements of the following governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

Engineer:

- a. City of Lafayette/Area Plan Commission – Determine any special zoning conditions, setback requirements, buffer yard requirements, etc.
 - b. City of Lafayette/Tippecanoe County – Discuss potential stormwater discharge location(s). Identification of potentially affected downstream parties. Verify applicability of current drainage ordinance. Identify any special conditions on the project with respect to drainage.
 - c. City of Lafayette – Identify service location(s) for sanitary sewer and watermain as necessary. Discuss any additional requirements for the project.
4. Advise Architect of any need for Architect to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Architect's Project requirements.
 5. Utilizing the findings of the above items, develop a schematic project plan that will meet the Owner & Architect's Project requirements. The schematic project plan shall include the proposed buildings, entrances, roads/driveways, parking lots, sidewalks, athletic fields, and other site features as well as an approximate layout for proposed sanitary sewers, watermain, and storm sewers throughout the project. It is anticipated that structural site elements such as retaining walls, elevated ramps, and exterior stairways will not be required. If these structural elements are required by the Architect, or due to site restrictions, the Engineer and Architect shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise).
 6. Review schematic project plan with Architect and revise the schematic plan in response to Architect's comments, as appropriate.
 7. Based on consultation with the Owner and Architect, develop a site phasing plan, if required.
 8. Review site phasing plan with Architect (if required) and revise in response to Architect's comments, as appropriate.

Design Development Phase

A. Engineer shall:

1. Evaluate stormwater drainage plan for the project. Stormwater release rates, discharge locations, water quality requirements, and an overall emergency routing plan for the entire project will be designed. It is anticipated that stormwater detention will be required for this project. This scope does not extend to offsite investigation, data analysis, or easement negotiations outside of the project limits as identified as the Appendix 2 – Project Map. If offsite investigations are required by the Jurisdiction, or due to site restrictions, the Engineer and Architect shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise).

2. Evaluate site grading and storm sewer design for the project. This will include grading for proposed buildings, entrances, roads/driveways, parking lots, sidewalks, and other site features and affected surrounding areas. It is anticipated that structural site elements such as retaining walls, elevated ramps, and exterior stairways will not be required. If these structural elements are required by the Architect, or due to site restrictions, the Engineer and Architect shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise).
3. Advise Architect if additional reports, data, information, or services of the types described in are necessary and assist Architect in obtaining such reports, data, information, or services.
4. Prepare Preliminary Plans. The Preliminary Plans will include the following sheets: Topographic Survey, Site Demolition Plan, Utility Coordination Plan, Site Plan, Grading & Drainage Plan, Overall Storm Sewer Plan, Storm Sewer Plan & Profiles, Overall Sanitary Sewer Plan (if necessary), and Sanitary Sewer Plan & Profiles (if necessary).
5. Provide a preliminary Specification Table of Contents to the Architect for all planned work items for This Portion.
6. Furnish a review copy of the Preliminary Plans, Specification Table of Contents, and opinion of probable Construction Cost for This Portion to Architect and review them with Architect. Architect shall submit to Engineer any comments regarding the furnished items.
7. Revise the Preliminary Plans, Specification Table of Contents, and opinion of probable Construction Cost for This Portion in response to Architect comments, as appropriate.

Construction Documents Phase

- A. After acceptance by Architect of the Design Development Phase deliverables; and indication by Architect of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Architect, (1) Engineer and Architect shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from modifications to the Project, and (2) upon authorization from Architect, Engineer shall:
 1. Prepare Construction Documents for This Portion summarized as follows. It is anticipated that there will be a single set of construction drawings and specifications for this project. If more than one set of construction documents is required (i.e. sub-projects), the Engineer and Architect shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise).
 - a. Construction Drawings: The Construction Drawings for This Portion will include the following plan sheets: Topographic Survey, Utility Coordination Plan, Temporary Conditions Plan, Grading & Drainage Plan, Utility relocation plans(if necessary), Stormwater Pollution Prevention Plan, Stormwater Pollution Prevention

Specifications, Stormwater Pollution Prevention Details, Emergency Routing Plan, Overall Storm Sewer Plan, Storm Sewer Plan & Profiles, Details.

- b. Construction Specifications: Three part written Construction Specifications for This Portion will be prepared for inclusion in the project manual.
2. Prepare a Drainage Report for the project. The Drainage Report will include documentation for the following items: (1) overall project stormwater requirements; (2) overall project water quality requirements; (3) emergency routing plan; and (4) detailed storm sewer design. The Drainage Report will be submitted to the City of Lafayette for review and approval. The design will generally be based on the standards identified in the Tippecanoe County Comprehensive Stormwater Management Ordinance. Based on the site location and current campus stormwater scheme this scope assumes that stormwater detention will not be required for this project. If stormwater detention is required by the Jurisdiction, or due to site restrictions, the Engineer and Architect shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise). This work will also include presentation before the County Drainage Board for approval of the drainage plan as well as coordination of legal drain petitions associated with the project.
3. Furnish a review copy of the Construction Documents for This Portion to Architect and review them with Architect.
4. Revise the Construction Documents for This Portion in response to Architect and jurisdictional comments, as appropriate, and furnish to Architect a copy of the revised documents.
5. Applications will be filed for the following permits for This Portion: IDEM NOI for stormwater.

Bidding Phase

- A. After acceptance by Architect of the Construction Contract Documents and the most recent opinion of probable Construction Cost as determined in the Construction Documents Phase, and upon written authorization by Architect to proceed, Engineer shall:
 1. Attend pre-bid conferences, if required.
 2. Assist in preparing Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Consult with Architect as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

5. Assist Architect in evaluating bids or proposals.

Construction Phase

- A. After receiving written authorization from Architect to proceed with the Construction Phase, Engineer shall provide the following services, with primary emphasis on the portion of the Project specifically assigned to Engineer, and within Engineer's area of professional specialization, and with respect to the portions of the Work that Engineer has designed or specified, and the Work specifically designated by Architect for observation by Engineer:
 1. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
 2. *Shop Drawings and Samples:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other data that Contractor is required to submit to Architect with respect to Work designed or specified by Engineer, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Architect has accepted.
 3. *Clarifications and Interpretations:* Accept from Architect, submittal of matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to This Portion of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 4. *Change Orders and Work Change Directives:* Make recommendations regarding Change Orders and Work Change Directives to Architect, as appropriate, for This Portion.
 5. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 6. *Visits to Site and Observation of Construction:* In connection with observations of Work while it is in progress, in particular with respect to Work that is designed or specified by Engineer, and Work specifically designated by Architect for observation by Engineer:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work.

7. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, make recommendation to Architect of the amounts that Engineer recommends Contractor be paid for This Portion.
8. *Substantial Completion:* Promptly after notice from Architect that Contractor considers the Work is ready for its intended use, in company with Architect, Owner, and Contractor, visit the Site to review the portions of the Work designed or specified by Engineer, and the Work specifically designated by Architect for observation by Engineer, and determine the status of completion. Assist Architect in following the procedures in the Construction Contract regarding the punch list of items to be completed.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Architect for final payment to Contractors. It is anticipated that the Construction Phase will not extend beyond 24 months. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after 24 months.

SCHEDULE FOR BASIC SERVICES

Tippecanoe County Animal Shelter	
The estimated length of time to complete each of the phases is listed below.	
PHASE	ESTIMATED SCHEDULE
Schematic Design Phase	June.-July 2022
Design Development Phase	Aug-Oct. 2022
Construction Documents Phase	Nov.-Jan. 2022/2023
Bidding Phase	Feb.-Mar. 2023
Construction Phase	May 2023-Aug. 2024

PART 2 – ADDITIONAL SERVICES

Additional Services Requiring Architect's Written Authorization

- A. If authorized in writing by Architect, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Architect as indicated in Appendix 3 - Compensation.
 1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Architect's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 2. Services associated with items related to zoning (i.e. zoning modifications, special exceptions, variances, etc.)

3. Supporting services associated with easements as required for the project (on site or offsite)
4. Services associated with negotiations with adjoining property owners.
5. Offsite improvements, such as drainage or sewer improvements extending outside of project limits as identified in Appendix 2 – Project Map.
6. Services associated with Preparing Record Drawings and furnishing such Record Drawings to Architect.
7. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
8. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

PART 3 – EXCLUDED SERVICES

Services Specifically Excluded

- A. These services are not included as part of Basic Services, and are excluded from this scope:
 1. Services associated with bridge/structural/retaining walls as required for the project.
 2. Services associated with Traffic Impact Studies, Geotechnical work, and Electrical work as required for the project, unless otherwise indicated in Basic Services.
 3. Services associated with environmental items as required for the project (contamination/wetland/unique or endangered species, etc.)
 4. Services associated with archeological items as required for the project (historic preservation/cemeteries, etc.)
 5. Any services related to boundary, easements, off site utility, etc.

This is **Appendix 2, Project Map**, consisting of 2 pages, referred to in the Proposal for Civil Engineering Services.

Project Map

The project map is shown below. All services listed under Appendix 1, Basic Services, are limited to the extents of the project area shown on Figure 1 below:



Figure 1: Existing Conditions

This is **Appendix 3, Compensation**, consisting of 3 pages, referred to in the Proposal for Civil Engineering Services.

Payments for Services and Reimbursable Expenses

Basic Services

Compensation for Basic Services

- A. Architect shall pay Engineer for Basic Services within the Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, and Construction Phase as set forth in Appendix 1 as follows:
1. A Lump Sum amount of \$69,000 based on the following estimated distribution of compensation:

a. Schematic Design Phase	\$16,000
b. Design Development Phase	\$15,000
c. Construction Documents Phase	\$22,000
d. Bidding Phase	\$ 3,800
e. Construction Phase	\$12,200
 2. The Lump Sum includes compensation for Engineer's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. In addition to the Standard Hourly Rate and Lump Sum portions, Engineer is also entitled to reimbursement from Architect for the following Reimbursable Expenses:
- a. Application fee for NOI Storm Water
 - b. Proof of Publications (if necessary)
 - c. Mailings (if necessary)
 - d. Permit Applications and Fees (if necessary)
 - e. Prints (if necessary)

- C. *Period of Service:* The compensation amount stipulated herein is conditioned on a period of service not exceeding 28 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Additional Services – Standard Hourly Rates

Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Architect shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Part 2 – Additional Services of Appendix 1, except for services as a consultant or witness, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Employee's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Part 1 of Appendix 1 and are directly related to the provision of Additional Services, Architect shall pay Engineer at the rates set forth in the Standard Hourly Rates table included in this Appendix.
 2. Reimbursable Expenses include the expenses identified above and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Architect, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of April 15) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
 2. To the extent necessary to verify Engineer's charges and upon Architect's timely request, Engineer shall make copies of such records available to Architect at cost.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$200.00
Engineer IV	\$170.00
Engineer III	\$145.00
Engineer II	\$125.00
Engineer I	\$110.00
Land Surveyor IV	\$170.00
Land Surveyor III	\$145.00
Land Surveyor II	\$125.00
Land Surveyor I	\$110.00
Design Tech IV	\$150.00
Design Tech III	\$130.00
Design Tech II	\$105.00
Design Tech I	\$85.00
Field Services III	\$160.00
Field Services II	\$135.00
Field Services I	\$105.00
Survey Party Chief	\$125.00
Survey Tech II	\$85.00
Survey Tech I	\$75.00
Administrative Assistant/Secretary	\$65.00

The above rates are subject to change on an annual basis.

This is **Appendix 4, Terms and Conditions**, consisting of 1 pages, referred to in the Proposal for Civil Engineering Services.

TERMS AND CONDITIONS

TBIRD Design Services Corp. (TBIRD) shall perform the services outlined in this agreement subject to the following terms and conditions.

ACCESS TO SITE

Unless otherwise stated, TBIRD will have access to the site for activities necessary for the performance of the services. TBIRD will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

DISPUTE RESOLUTION

Any claims or disputes made during design, construction or post-construction between the Client and TBIRD shall be submitted to non-binding mediation. Client and TBIRD agree to include a similar mediation agreement with all contractors, subcontractors, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BILLINGS/PAYMENTS

Invoices for TBIRD services shall be submitted, at TBIRD's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within thirty (30) days after the invoice date. If the invoice is not paid within thirty (30) days, TBIRD may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. TBIRD's rates are subject to change on an annual basis beginning in January of each new year.

RETAINER/PAYMENT

Client shall pay a retainer to TBIRD for the Services in the amount of \$_____0.00_____. This fee shall be payable in advance upon contract signing. TBIRD shall bill first to the retainer. Upon depletion of retainer, Client shall pay additional fees, if any, upon presentment of a billing statement by TBIRD.

LATE PAYMENTS

Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 2% on the then unpaid balance. In the event any portion or all of an account remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

CERTIFICATIONS

Guarantees and Warranties: TBIRD shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence TBIRD cannot ascertain.

RESPONSIBILITY FOR CLAIMS

~~In recognition of the relative risks, rewards and benefits of the project to both the Client and TBIRD, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, TBIRD's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of insurance required under this agreement. Such causes include, but are not limited to TBIRD's negligence, errors, and omissions, breach of contractor breach of warranty.~~

INDEMNIFICATION AND HOLD HARMLESS

Client agrees to indemnify and hold harmless TBIRD and its directors, officers, agents and employees, (collectively "Indemnified Parties") from and against claims, damages, forfeitures, judgments, losses and expenses, including but not limited to attorney fees, judgments and penalties (collectively "Losses") which may be sustained by or secured against any or all of the Indemnified Parties, which arise from or are related in any way to the services provided by TBIRD pursuant to this Agreement, provided the Losses do not directly result from any act, error or omission constituting negligence, willful misconduct or breach of fiduciary duty by TBIRD.

TERMINATION OF SERVICES

This agreement may be terminated by the Client or TBIRD should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TBIRD for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS

All documents produced by TBIRD under this agreement shall remain the property of TBIRD and may not be used by the Client for any other endeavor without the written consent of TBIRD.